



1500 2nd Ave. So., Nashville, TN, 37210, 615-428-9224(O), TPATCK@gmail.com.

MEMBER USER AGREEMENT

1. Services to be provided. The Platform at the Cooks' Kitchen (TPATCK), an inspected and fully licensed Commercial Kitchen Facility located at 1500 2nd Ave. South, Nashville, TN, 37210, agrees to provide the Customer access to and use of TPATCK kitchen facilities as contracted on the customer's Service Order Form.

2. Operating, Term and Pricing. Reserved kitchen space within TPATCK shall be reserved exclusively for the Customer's use during the times booked by the Customer and agreed to by TPATCK. Unreserved time is for production in designated unreserved areas on a first come first serve basis. This User Agreement will remain in effect during active membership and may be cancelled with a 30-day written notice to tpatck@gmail.com. Upon request by TPATCK, all Customers may be required to execute a new User Agreement if the terms of kitchen use change or if membership lapses and then is subsequently renewed. The Customer will be charged in accordance with the prices shown on the Service Order Form or according to the prices agreed upon in writing by TPATCK and the Customer.

3. Production Responsibilities. Customer assumes all production risks in connection with TPATCK kitchen(s) and equipment, including, but not limited to, any failure of equipment during Customer use of such kitchen(s) and equipment. Under no circumstances shall TPATCK be liable to the Customer for any failure to meet volume production, expected quality and/or other failure of the production process including but not limited to the failure of any particular piece of equipment or machinery. TPATCK assumes no responsibility for the supply of any other production requirements other than use of the facility and equipment previously set forth, including but not limited to ingredients, packaging, process, and recipes.

4. Product Profits. Any and all profits derived from the production of Customer's products or services at TPATCK, whether at retail, wholesale, or otherwise, shall be the sole and exclusive property of the Customer unless provided for in a separate agreement.

5. Tax Liability. The Customer shall be responsible for any and all State, Federal, City, and/or local government authority for any taxes that may be due as a result of the production and/or sale of any of the Customer's products or services at TPATCK.

6. Other Business Interests. This agreement shall not be construed as a partnership, joint venture, or otherwise, and unless otherwise agreed in writing, signed by both parties, TPATCK has no right, title or interest in and to the business or the profits of the Customer. No employees or contractors of Customer shall be considered an employee or contractor of TPATCK.

7. Security of Customer's Property. TPATCK assumes no responsibility for the security or loss due to any circumstance, including spoilage of any equipment, supplies, materials and/or finished product provided by the Customer for use at TPATCK. Any additional security of storage arrangements shall be the Customer's sole responsibility. TPATCK encourages the Customer to purchase and maintain insurance coverage for their property.

Customer initials _____
TPATCK Initials _____

8. Liability of Customer. TPATCK shall not be liable for: any damage to either person or property sustained by the Customer or by any third party arising in any way out of the Customer's use, operation, occupancy of kitchen premises, or sale or distribution of any product manufactured on the kitchen's premises. The Customer agrees to waive all rights of subrogation against TPATCK, its departments, agencies, boards, commissions, officers, officials, agents and employees for losses arising from the work performed by the Customer whether for TPATCK or not. The Customer is responsible for maintaining their own liability insurance. The Customer is responsible for insuring their compliance with required registration and/or certification, with any and all regulatory agencies related to the production, sale and distribution of their product. The regulatory agencies may include, but are not limited to, the TN Department of Health and Environment, TN Department of Agriculture, USDA, and/or the TN branch of the Food and Drug Administration.

The Customer coveys and agrees to indemnify, defend, save and hold harmless TPATCK, its departments, agencies, boards, commissions, officers, officials, agents and employees (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property in, upon, or about the TPATCK premises, any portions thereof, or resulting from the sale distribution, consumption, and other use of any service provided or product manufactured at TPATCK for or by the Customer, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Customer or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Customer from and against any and all claims. It is agreed that Customer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

9. Damages to TPATCK Property; Public and Product Liability Insurance. Customer will be responsible for all damages to TPATCK premises or equipment and will pay for upon demand by TPATCK. In the event, Customer damages beyond repair or destroys any of TPATCK equipment, Customer agrees to pay full replacement value for such damaged or destroyed equipment. Customer will maintain minimum insurance requirements as outlined in Exhibit #1 "Insurance Requirements For Members of The Platform at the Cooks' Kitchen" (herein attached). A certificate of insurance naming TPATCK as an additional insured shall be made available to TPATCK prior to commencement of services. Each certificate shall disclose applicable deductible(s) and/or self-insured retention(s) and contain a statement of the insurer's obligation to notify TPATCK at least thirty days prior to cancellation, expiration or material change in any policy thereunder. Any policy that provides the insurance required shall be endorsed to be primary to and noncontributory with any insurance maintained by TPATCK. Any deductible amount or self-insured retention is the sole responsibility of Customer. Customers will provide proof of insurance to TPATCK management prior to commencement of services and with each annual membership renewal. Any deviation from this policy must be approved in writing by TPATCK.

10. Food and Equipment Safety and Sanitation. The Customer is responsible for obtaining and maintaining any state required certifications and/or licensure(s) as required by the Tennessee Department of Agriculture (TDA), TN branch of the Food and Drug Administration, USDA or the Tennessee Department of Health and Environment (TDH&E). It is also the Customer's responsibility to be familiar with all of the required regulations of TDA Tennessee Food, Drug and Cosmetic Act and Good Manufacturing Practices (GMP's) and maintain their production and storage in compliance with any and all regulatory agencies that govern TPATCK.

11. Signs and Advertising. No signs or other advertising matter shall be attached or painted on TPATCK premise without prior approval of TPATCK management.

Customer initials _____
TPATCK Initials _____

12. Default. Customer shall abide by the terms of this User Agreement and TPATCK Policies and Procedures for Members or Non-Members (as applicable), a copy of which has been provided to Customer and the terms of which are incorporated herein by reference. A violation, breach, or failure to keep or perform any conditions of this User Agreement or TPATCK Policies and Procedures shall not continue more than three (3) days after the situation is specified in written notice to the Customer from the kitchen manager. As time is of the essence, the Customer will have three (3) days after written notice from the kitchen manager to remedy any situation that is brought to the attention of the Customer. If more than three (3) days pass without any corrective action taken by the Customer, the kitchen management may fine the member, and/or declare Customer's rights terminated with no further notice. The 3 day rule does not apply to those offenses which require an immediate fine (see kitchen clean up procedures posted in each kitchen and prep area). Furthermore, TPATCK may repossess and remove Customer's property. The Customer will be charged any reasonable storage costs.

13. Assignment. This agreement is solely between TPATCK and the Customer. The Customer shall not transfer privileges, services, or use of TPATCK.

14. Termination. Notwithstanding any provision contained in this Agreement, TPATCK may, in TPATCK's sole and absolute discretion terminate this Agreement without further liability by delivering prior written notice to Customer.

15. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is signed by both parties.

16. Customer. For the purposes of this agreement, "Customer" shall include the individual or legal entity (including but not limited to Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation) that executes this agreement, as well as any employees or contractors of the Customer.

17. Video Surveillance. Customer acknowledges that TPATCK premises will be under video surveillance at all times.

TO EVIDENCE THEIR AGREEMENT, Customer's receipt of Exhibit #1, and the applicable TPATCK Policies and Procedures Manual as indicated herein, these parties have subscribed their names to be effective the date this Agreement is fully executed.

SERVICES DESIRED: See Service Order Form to accompany this Agreement.

CUSTOMER

Company name: _____
a(n) _____ (Corporation, Individual, etc)
Signed: _____
Name: _____
Title: _____
Address: _____
City _____ State _____ Zip _____
Date: _____

THE PLATFORM AT THE COOKS' KITCHEN, Corp

Signed: _____
Name: _____
Title: _____
Address: 1500 2nd Ave. So., Nashville, TN 37210
Date: _____

Initial and sign in the appropriate spaces on all pages of this document. Submit to The Platform at the Cooks' Kitchen by email attachment to TPATCK@gmail.com. You may also bring a copy of your signed agreement to the TPATCK orientation.

Exhibit #1

INSURANCE REQUIREMENTS FOR MEMBERS OF THE PLATFORM AT THE COOKS' KITCHEN

MANDATORY COVERAGE

General Liability Limits of Insurance

General Aggregate Limit (Other Than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit (Per Person or Organization)	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit (Any One Premises)	\$ 300,000
Medical Expense Limit (Any One Person)	\$ 10,000

*TPATCK Listed as Additional Insured

*The Platform at the Cooks' Kitchen, Corp.
1500 2nd Ave. So., Nashville, TN 37210*

*Disclosure of applicable deductible(s) and/or self-insured retention(s)

*Statement of the insurer's obligation to notify TPATCK at least thirty days prior to cancellation, expiration or material change.

*Policy shall be endorsed to be primary to and noncontributory with any insurance maintained by TPATCK

Suggested Coverage

Business Personal Property including Spoilage
Business Income Including Off Premise Power Failure
Auto Liability including Hired & Non-Owned
Liquor Liability
Umbrella

*Email as an attachment, the Certificate of Insurance (COI) to
TPATCK@gmail.com.*